



## NOTICE OF SOLICITATION

**SERIAL 00125-E**

### INVITATION FOR BIDS: **AIR CONDITIONERS & CHILLERS**

Notice is hereby given that sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T on **AUGUST 15, 2000** for the furnishing of the following for Maricopa County, and the bids will be opened by the Materials Management Director or their designated representative at an open, public meeting at the above time and place.

Quantity of material, delivery points and specifications are attached.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked, "**SERIAL 00125-E, INVITATION FOR BIDS FOR AIR CONDITIONERS & CHILLERS**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bids must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT  
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS  
MANAGEMENT CENTER

#### INQUIRIES:

JIM HIGGINS  
PROCUREMENT OFFICER  
TELEPHONE: (602) 506-3314

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND ARE AVAILABLE FOR VIEWING AND/OR DOWNLOAD AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/bidinfo.asp>

**IF THIS DOCUMENT WAS DOWNLOADED FROM THE INTERNET, CONTACT  
PROCUREMENT OFFICER FOR ANY REFERENCED DRAWINGS**

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**NO RESPONSE**

Bidders not responding to this solicitation or bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003-2494.

**MARK OUTSIDE ENVELOPE "SERIAL 00125-E"**

Responses must be received **BY 2:00 P.M., AUGUST 15, 2000.** Bidders failing to submit a bid, for this document may be subject to removal from the Maricopa County Materials Management Vendor List.

SERIAL **00125-E**

TITLE: **AIR CONDITIONERS & CHILLERS**

=====

BIDDER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

REASON FOR NO BID:

\_\_\_\_\_ Insufficient Time

\_\_\_\_\_ Do not handle product/service

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **IMPORTANT**

### **PLEASE READ BEFORE SUBMITTING YOUR BID**

#### **D/M/WBE CONTRACT PARTICIPATION**

For this Contract a combined D/M/WBE goal of \_\_0\_\_% involvement is established for Disadvantaged, Minority and Women-owned Business Enterprises (D/M/WBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Disadvantaged, Minority and Women-owned Business Enterprise Program Contracting Requirements section. The Maricopa County Disadvantaged, Minority and Women-owned Business Enterprise Program, effective January 1, 1992, is incorporated by reference.

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Disadvantaged, Minority and Women-owned Business firms shall have every opportunity to participate in providing professional services, purchased goods, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, incorporated by reference.

Attachments E, F and G provide detail information and forms to be submitted as part of your bid. If no goal has been set the Attachments will be withheld.

## AIR CONDITIONERS & CHILLERS

### 1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a listing of qualified suppliers for air conditioning units (Ranging from window units to 100-ton units) and chillers of certain types (Ranging from 50-ton to 3,000-ton) including remote units. This contract is for the purchase of the commodity; installation and maintenance will be sourced under separate County contracts.

Multiple awards (**listing of qualified suppliers**) will be made. At the time a requirement is identified, **requests for quotation** will be issued to each qualified supplier. Award(s) will be made to the supplier meeting specification and offering the lowest price. **MARICOPA COUNTY RESERVES THE RIGHT TO ADD SUPPLIERS TO THIS AGREEMENT OVER ITS TERM TO ENSURE ADEQUATE COMPETITION. ANY SUPPLIERS SUBSEQUENTLY ADDED SHALL COMPLY FULLY WITH THE PROVISIONS OF THIS AGREEMENT.** Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

**SUPPLIERS SHALL COMPLY FULLY WITH ALL CONDITIONS OF THIS SOLICITATION, FOR INCLUSION ON THE LISTING OF QUALIFIED SUPPLIERS. INTERESTED FIRMS SHOULD UNDERSTAND THAT NO PRICING IS REQUESTED WITH YOUR REPLY TO THIS REQUEST FOR SOLICITATION. AT THE TIME A REQUIREMENT IS IDENTIFIED A REQUEST FOR QUOTATION WILL BE PROVIDED TO ALL SUPPLIERS LISTED ON THE LISTING OF QUALIFIED SUPPLIERS.**

**PARTICIPANTS SHOULD UNDERSTAND THAT SECTION 2.0 TECHNICAL SPECIFICATIONS, SECTION 3.0 SPECIAL TERMS & CONDITIONS, SECTION 4.0 CONTRACT TERMS & CONDITIONS, AND SECTION 5.0 ADMINISTRATIVE INFORMATION ARE APPLICABLE TO THIS SOLICITATION AND THAT ALL REQUESTS FOR QUOTATION (RFQ) (FROM QUALIFIED SUPPLIER LISTING) AND ALL VENDOR RESPONSES TO THOSE REQUESTS FOR QUOTATION ARE SUBJECT TO THE SAME PROVISIONS.**

### 2.0 TECHNICAL SPECIFICATIONS:

**2.1 BIDDERS SHALL BE AUTHORIZED DISTRIBUTORS OF THE MAJOR COMPONENTS OF ANY SUBMISSION (PER SPECIFIC RFQ).**

2.2 Vendors assigned to this qualifying contract shall be placed into three groups based on the types of units they are authorized to provide:

- |       |                      |   |
|-------|----------------------|---|
| 2.2.1 | Group 1: Residential | Window and package units 5-tons or less |
| 2.2.2 | Group 2: Commercial  | Package units 5-ton to 75-ton           |
| 2.2.3 | Group 3: Industrial  | 75-ton and over                         |

2.3 This qualifying contract is established for the Facilities Management Department (FMD) of Maricopa County. Other County departments may use this contract for product purchases. Facilities Management is not responsible for contract administration for commodity purchases requested by other County agencies.

2.4 For the purpose of keeping standardization in the repair and replacement of package air conditioning units within the County for buildings, which are under the responsibility of FMD, only York or Trane brands are acceptable. Chillers (125 ton or less) of any brand are acceptable providing they have scroll or screw-type compressors with the compressor on an independent refrigeration circuit. However, other County departments who occupy buildings not maintained by FMD may request any brand package unit or any type chiller.

- 2.5 Vendors, depending on which Group, will be provided a specification sheet as to the size, type, and delivery requirements of the unit from the requesting agency, this shall be the Request For Quotation spec sheet. Each vendor within the Group they have been assigned must respond either *will quote this product* or *will not quote this product*. The purpose of this requirement is to keep accurate auditable records.
- 2.6 Consistent decline of request for price quote requests by a vendor or consistent non-compliance with *delivery times* shall cause the County to review the file and a determination made for default of contract.
- 2.7 Weekend or Holidays:  
Each qualifying vendor must be able to provide weekend or holiday sales should the need arise under emergency conditions. This will be for industry standard in-stock units only.

**3.0 SPECIAL TERMS & CONDITONS:**

**3.1 CONTRACT LENGTH:**

This Invitation for Bid is for determining qualified suppliers for specific vehicle types. This pricing agreement shall remain in place for a five year period, from the date of award, and may be extended at the option of the County.

**3.2 INDEMNIFICATION AND INSURANCE**

**3.2.1 INDEMNIFICATION**

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

**3.3 OPTION PRICING:**

Bidder shall offer pricing on all options listed on the pricing page. Failure to offer pricing for all options may cause the bidder's submission to be deemed unresponsive. **(Required at time of RFQ response). Bidders are NOT to price quote at this time – only when requested by the County Agency.**

**3.4 TERMS AND PAYMENT:**

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

**3.5 DELIVERY:**

Delivery is required F.O.B. Destination, freight pre-paid within 120 days of receipt of Purchase Order, **or as stated in RFQ**, to any delivery location within Maricopa County.

**3.6 SHIPPING:**

Bid prices shall be made F.O.B. destination to the Using Agency or Department within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

**3.7 SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of the Contractor, (2) name and address of the County Agency, (3) County purchase order number, (4) description of material shipped, including item number, quantity, number of containers and package number, if applicable.

**3.8 WARRANTY:**

The minimum acceptable warranty period shall be 12 months parts and labor. Warranty replacement will be done at no additional charge of any nature to Maricopa County.

**3.9 INSPECTIONS/TESTING:**

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the contract. Any material(s) not meeting the specifications of the RFQ will be returned to the vendor for replacement or repair at no cost to the County.

**3.10 PRODUCT DISCONTINUANCE:**

In the event that a product and/or model is discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- 3.10.1 Documentation from the manufacturer that the product or model has been discontinued.
- 3.10.2 Documentation that names the replacement product or model.
- 3.10.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original Invitation for Bid.
- 3.10.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.10.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract.

**3.11 ORDERING AUTHORITY:**

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management. No other request is valid.

3.12 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the equipment and shall include factory authorized warranty repairs. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

3.13 MANUALS:

Comprehensive operational manual(s) or equipment service manual(s), including schematic diagrams, shall be provided by successful Contractor, minimally one (1) per unit purchased.

3.14 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials, which meet the specifications, or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to those contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision-maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive deviation may be grounds for rejection of the entire bid.

3.15 TECHNICAL AND DESCRIPTIVE LITERATURE:

Bidders shall include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected. **(Required at time of RFQ response)**

3.16 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.17 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card **or other procurement card that may be used by the County from time to time**, to place and make payment for orders under this Contract. Bidders without this capability **may** be considered non-responsive and not eligible for award consideration.

3.18 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes **that are** intended to both improve and expedite the purchasing and payment process. In light of **these** efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and **take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered** will be considered in the evaluation **price analysis process.**



**Purchase Card Clarification.**

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.19 **BIDDER REVIEW OF DOCUMENTS:**

Bidder shall review their bid submission to assure the following documents are properly completed.

- 3.19.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 3.19.2 Pricing pages, MANDATORY (**NO PRICING REQUIRED A THIS TIME**)
- 3.19.3 Vendor Information, MANDATORY
- 3.19.4 Agreement page, MANDATORY

3.20 **INQUIRIES:**

All inquiries concerning information contained herein shall be directed to:

Procurement Officer: Jim Higgins  
Department Of Materials Management  
Telephone: (602) 506-3314

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

**4.0 CONTRACT TERMS AND CONDITIONS:**

4.1 **LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the contract resulting from this Solicitation will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the equipment contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

4.2 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

**4.3 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

**4.4 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.5 APPROPRIATION CONTINGENCY:**

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

**4.7 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

**4.8 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services to this Contract. Should a requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional products and/or services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.9 ASSIGNMENT OR SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

**4.10 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.11 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

**4.12 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and Using Agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**4.13 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**4.14 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.15 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**4.16 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County

agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.17 SEVERABILITY:**

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

**4.18 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

**4.19 GUARANTEE:**

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

**4.20 DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Special Terms & Conditions. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.21 PRICE REDUCTIONS:**

By submitting a Bid in response to this Invitation for Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.21.1 Cancel the Contract, if it is currently in effect.

4.21.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.21.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

**4.22 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party

shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.23 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

**5.0 ADMINISTRATIVE INFORMATION:**

**5.1 INCORPORATION OF BID INTO THE CONTRACT:**

The contents of this Invitation for Bids and the successful Bidder(s) willingness to participate are to be incorporated into the Contract, as a qualified supplier (qualified supplier listing) and subsequent RFQ responses, shall also be incorporated.

**5.2 PROCUREMENT AUTHORITY:**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MCI-905 of the Code.

**5.3 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:**

If any Bidder believes that any aspect of this Invitation for Bids is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

**5.4 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

The applicant agrees that by submitting this proposal, it will include without modification the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," i.e., with subgrantees or contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

**5.5 CHANGE ORDERS:**

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Invitation for Bid.

**5.6 PROVISIONS OF BID DOCUMENTS:**

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid, or a **RFQ response**.

**5.7 AMPLIFYING DATA:**

Should any Bidder wish to submit amplifying data with this Bid, a statement should be made on the bottom of the bid that such amplifying material is a part of the bid and attach material to the bid form(s). Amplifying data may also be included in the **RFQ response**.

**5.8 CONTRACTOR LICENSE REQUIREMENT:**

The Bidder shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this Contract and shall comply with the same.

Contractors furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A Contractor is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the Contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Contractors shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**5.9 SUBMISSION PRICE CLARITY:**

For reasons of clarity all submissions of pricing (pricing page) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the Bidder. **(At time of RFQ response)**

**5.10 SALES/USE TAX:**

Bidders shall not include sales/use tax in their bid price. The percentage of sales/use tax applicable to this Contract will be listed on the purchase order and allowed at time of payment.

5.11 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a bid not properly addressed and identified in accordance with the bid documents.

5.12 INCURRING COSTS:

Maricopa County is not responsible for any costs incurred in preparing this Bid, including the acquisition of supplies and/or personnel.

5.13 PUBLIC RECORD:

All information submitted relating to this Bid, except for proprietary information, shall become part of the public record, in accordance with the Maricopa County Procurement Code, Section MC1-405.

5.14 D/M/WBE PARTICIPATION:

Bidders submitting a bid are encouraged to solicit D/M/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting Maricopa County Materials Management Department (Walt Weglarz, Lead Procurement Specialist at (602) 506-3312). Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.

5.15 EVALUATION CRITERIA:

The evaluation of this Invitation for Bids will be based on the following:

5.15.1 Compliance with bid requirements

5.15.2 Determination of responsibility

5.16 GENERAL EVALUATION:

The evaluation of bids and the determination of acceptability of the equipment bid shall be the sole responsibility of the County and will be based on information furnished by the Bidder, or identified in his bid, as well as other information reasonably available to the County. Cash discount terms for Thirty (30) days or less will be considered as net in comparing bid prices. The Board reserves the right to make award to all responsive/responsible bidders meeting specification (Qualified Supplier Listing), of this IFB and to waive any informalities in the bid or may reject all bids.

5.17 AWARD:

Award will be made to the all participants determined to be responsive/responsible bidder(s) complying with specifications, as defined herein. This pricing agreement shall be a multiple award , to allow the County the greatest flexibility. **(Actual award shall be determined by quotations from the listing of qualified suppliers. Award will be made to the lowest bidder (quotation response), meeting specification.)**

5.18 VALIDITY PERIOD:

All bid prices shall be held firm for a minimum period of 60 days after bid opening. **(Required at time of RFQ response)**



**5.19 POST-AWARD MEETING:**

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency for discussion of the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of this Contract.

**5.20 CONTRACT ADMINISTRATION:**

To help insure contract compliance, a contract administration process will be an integral part of this Contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This Contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

The Bidders should know in the solicitation process that the successful Bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal Contractor/user relationship will exist when within compliance and the contract administration process should be transparent.

**5.21 NON-DISCRIMINATION:**

The Contractor in the performance of this Contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

**5.22 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:**

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Contract and to permit County inspection of personnel records to verify such compliance.

**5.23 COVENANT AGAINST CONTINGENT FEES:**

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause, and at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**5.24 NON-COLLUSION:**

The Bidder expressly warrants and certifies that neither the Bidder nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this Invitation for Bids.

**5.25 FINANCIAL STATUS:**

All Bidders shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid and/or to declare a Bidder non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a Bidder is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Bidder or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law, the Bidder must provide the County with that information as part of its bid. The County may consider that information during evaluation of the bid. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid including, but not limited to, determination that the Bidder should be declared non-responsible and/or non-responsive, and suspension or debarment of the Bidder, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid in response to this Invitation for Bids, the Bidder agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Bidder or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law, the Bidder will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Bidder will meet its obligations to the County.

**5.26 PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Continuous Improvement Initiatives" has identified Contractor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

**5.27 REGISTRATION:**

Bidders are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

**5.28 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs):**

Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the contract vendors, to purchase their requirements under the terms and conditions of the County contract. Please indicate on the pricing page of this Contract your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this Contract.

**NOTE: BIDDERS SHALL USE THE ATTACHED FORMS TO SUBMIT VENDOR INFORMATION**

ATTACHMENT A

PRICING

SERIAL 00125-E

C412003

AIR CONDITIONERS & CHILLERS

BIDDER NAME: \_\_\_\_\_  
F.I.D./VENDOR #: \_\_\_\_\_  
BIDDER ADDRESS: \_\_\_\_\_  
P.O. ADDRESS: \_\_\_\_\_  
BIDDER PHONE #: \_\_\_\_\_  
BIDDER FAX #: \_\_\_\_\_  
COMPANY WEB SITE: \_\_\_\_\_  
COMPANY CONTACT (REP): \_\_\_\_\_  
E-MAIL ADDRESS (REP): \_\_\_\_\_

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_ YES \_\_\_\_ NO

ACCEPT PROCUREMENT CARD: \_\_\_\_ YES \_\_\_\_ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: \_\_\_\_ YES \_\_\_\_ NO \_\_\_\_ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: \_\_\_\_ YES \_\_\_\_ NO \_\_\_\_ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_\_\_ YES \_\_\_\_ NO

PAYMENT TERMS: \_\_\_\_\_% \_\_\_\_\_ DAYS, OR \_\_\_\_\_

PRICING:

PRICING WILL BE REQUESTED BY WAY OF REQUEST FOR QUOTATION AT THE TIME A REQUIREMENT IS DETERMINED. ALL SUPPLIERS LISTED ON THE CURRENT QUALIFIED SUPPLIERS LISTING SHALL BE PROVIDED A REQUEST FOR QUOTATION. EACH RFQ REQUEST SHALL CLEARLY STATE A DUE DATE AND TIME FOR SUBMISSION. RESPONSES RECEIVED AFTER THE SPECIFIED AND TIME SHALL BE RETURNED TO THE OFFERER. NO PRICING IS REQUESTED WITH THIS RESPONSE.

**ATTACHMENT A**

**PRICING**

ATTACHMENT B

VENDOR PRODUCTS:

Vendors desiring to be placed on this qualifying contract must provide the following information:

Which brand/size/model products are you authorized to sell?

Group 1, Residential window and package air conditioners, 5-tons or less:

BRAND	SIZE	MODEL

Group 2, Commercial package units and chillers, 5-ton to 75-ton:

BRAND	SIZE	MODEL

Group 3, Industrial package units and chillers, 75-ton and over:

BRAND	SIZE	MODEL

Weekend availability of sales?

☐yes

☐no

ATTACHMENT C

AGREEMENT

The Bidders hereby certify that they have read, understand, and agree that acceptance by Maricopa County of the Bidder's offer by the issuance of a purchase order or contract will create a binding contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

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MINORITY BUSINESS/SMALL BUSINESS (check appropriate item):

- ☐ Disadvantaged Business Enterprise (DBE)  
☐ Women Business Enterprise (WBE)  
☐ Minority Business Enterprise (MBE)  
☐ Small Business Enterprise (SBE)

=====

=

\_\_\_\_\_  
FIRM SUBMITTING BID

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
DATE

MARICOPA COUNTY, ARIZONA

E-MAIL ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM

---

MARICOPA COUNTY ATTORNEY

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DATE



ATTACHMENT D

VENDOR INFORMATION

**IN OUR CONTINUING EFFORT TO INSURE THAT OUR VENDOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:**

LEGAL NAME OF ORGANIZATION/INDIVIDUAL: \_\_\_\_\_

DOING BUSINESS AS (IF APPLICABLE): \_\_\_\_\_

CORPORATE ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

WEB SITE ADDRESS: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

ADDITIONAL ADDRESS FOR: \_\_\_\_\_ P.O. \_\_\_\_\_ ACCTS RECEIVABLE \_\_\_\_\_ SOLICITATIONS \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

WEB SITE ADDRESS: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

ADDITIONAL ADDRESS FOR: \_\_\_\_\_ P.O. \_\_\_\_\_ ACCTS RECEIVABLE \_\_\_\_\_ SOLICITATIONS \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

WEB SITE ADDRESS: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

ADDITIONAL ADDRESS FOR: \_\_\_\_\_ P.O. \_\_\_\_\_ ACCTS RECEIVABLE \_\_\_\_\_ SOLICITATIONS \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

WEB SITE ADDRESS: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

FEDERAL TAX ID NUMBER: \_\_\_\_\_ MARICOPA COUNTY VENDOR NUMBER: \_\_\_\_\_

**NOTE: NO PREFERENCE IN AWARDING CONTRACTS IS GIVEN TO VENDORS REGISTERED WITH MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT, HOWEVER, YOU MUST REGISTER AS A VENDOR IF AWARDED A CONTRACT IN ORDER TO FULFILL THE CONTRACTUAL REQUIREMENTS. CONTACT MATERIALS MANAGEMENT AT (602) 506-8718 FOR VENDOR REGISTRATION PACKET.**

I HEREBY CERTIFY THAT:

1. I AM AN OFFICER OF THIS ORGANIZATION OR AM DULY AUTHORIZED TO CERTIFY THE INFORMATION REQUESTED HEREIN.
2. TO THE BEST OF MY KNOWLEDGE, THE ELEMENTS OF THE INFORMATION PROVIDED HERIN ARE ACCURATE AND TRUE AS OF THIS DATE.
3. MY ORGANIZATION SHALL COMPLY WITH ALL STATE STATUTES AND FEDERAL EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS AND CONDITIONS OF EMPLOYMENT IN ACCORDANCE WITH A.R.S. TITLE 41, CHAPTER 9, ARTICLE 4 AND EXECUTIVE ORDER NUMBER 75-5 DATED APRIL 28, 1975.
4. MY ORGANIZATION SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF SOLICITATIONS AND CONTRACTUAL DOCUMENTS, REGULATIONS AND LAWS, AND POLICIES AND PROCEDURES SET FORTH IN THE MARICOPA COUNTY PROCUREMENT CODE APPLICABLE TO THE TYPE OF PROCUREMENT (SERVICE OR COMMODITY).

\_\_\_\_\_  
PRINTED OR TYPED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE